Please type a plus sign (+) inside this box → [+]

PTO/SB/21 (08-00)
Approved for use through 10/31/2002. OMB 0651-0031
U.S. Patent and Trademark Office: U.S. DEPARTMENT OF COMMERCE

TRANSMITTAL FORM

(to be used for all correspondence after initial filing)

Application Number	10/ 058,490
Filing Date	January 28, 2002
First Named Inventor	William A. Gindlesperger
Group Art Unit	2165
Examiner Name	
Attorney Docket Number	085919.00002

Total Number of Pages in This Submission

ENCLOSURES *(check all that apply)*

- [x] Fee Transmittal Form
  - [x] Fee Attached
- [ ] Amendment / Reply
  - [ ] After Final
  - [ ] Affidavits/declaration(s)
- [x] Extension of Time Request
- [ ] Express Abandonment Request
- [ ] Information Disclosure Statement
- [ ] Certified Copy of Priority Document(s)
- [x] Response to Missing Parts/ Incomplete Application
  - [x] Response to Missing Parts under 37 CFR 1.52 or 1.53
- [ ] Assignment Papers *(for an Application)*
- [ ] Drawing(s)
- [ ] Licensing-related Papers
- [ ] Petition
- [ ] Petition to Convert to a Provisional Application
- [x] Power of Attorney, Revocation Change of Correspondence Address
- [ ] Terminal Disclaimer
- [ ] Request for Refund
- [ ] CD, Number of CD(s) _____
- [ ] After Allowance Communication to Group
- [ ] Appeal Communication to Board of Appeals and Interferences
- [ ] Appeal Communication to Group *(Appeal Notice, Brief, Reply Brief)*
- [ ] Proprietary Information
- [ ] Status Letter
- [x] Other Enclosure(s) *(please identify below)*:

Substitute Specification and Abstract (19 pages), Substitute Drawings (4 sheets) Post Card

Remarks

The Commissioner is hereby authorized to charge any fees due or to credit any overpayment to Deposit Account No. 50-1794.

SIGNATURE OF APPLICANT, ATTORNEY, OR AGENT

Firm or Individual name	Robert J. Depke, Holland & Knight LLC 55 West Monroe Street, Suite 800, Chicago, IL 60603
Signature	
Date	September 3, 2002

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Commissioner for Patents, Washington, DC 20231 on this date: 09/03/2002

Typed or printed name	Robert J. Depke	(37,607)	
Signature		Date	09/03/2002

PTO/SB/17 (10-01)
Approved for use through 10/31/2002. OMB 0651-0032
U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

FEE TRANSMITTAL for FY 2002

Patent fees are subject to annual revision.

TOTAL AMOUNT OF PAYMENT ($) 785.00

Complete if Known	
Application Number	10/058,490
Filing Date	January 28, 2002
First Named Inventor	William A. Gindlesperger
Examiner Name	
Group Art Unit	2165
Attorney Docket No.	085919.00002

MAY 0 2003

METHOD OF PAYMENT

1. ☑ The Commissioner is hereby authorized to charge indicated fees and credit any overpayments to:
   - Deposit Account Number: 501794
   - Deposit Account Name: Holland & Knight LLP
   - ☑ Charge Any Additional Fee Required Under 37 CFR 1.16 and 1.17
   - ☑ Applicant claims small entity status. See 37 CFR 1.27
2. ☑ **Payment Enclosed:** ☑ Check ☐ Credit card ☐ Money Order ☐ Other

FEE CALCULATION

1. BASIC FILING FEE

Large Entity Fee Code	Large Entity Fee ($)	Small Entity Fee Code	Small Entity Fee ($)	Fee Description	Fee Paid
101	740	201	370	Utility filing fee	
106	330	206	165	Design filing fee	
107	510	207	255	Plant filing fee	
108	740	208	370	Reissue filing fee	
114	160	214	80	Provisional filing fee	

SUBTOTAL (1) ($) 0.00

2. EXTRA CLAIM FEES

		Extra Claims		Fee from below		Fee Paid
Total Claims		-20** =		X	=	
Independent Claims		- 3** =		X	=	
Multiple Dependent					=	

Large Entity Fee Code	Large Entity Fee ($)	Small Entity Fee Code	Small Entity Fee ($)	Fee Description
103	18	203	9	Claims in excess of 20
102	84	202	42	Independent claims in excess of 3
104	280	204	140	Multiple dependent claim, if not paid
109	84	209	42	** Reissue independent claims over original patent
110	18	210	9	** Reissue claims in excess of 20 and over original patent

SUBTOTAL (2) ($) 0.00

**or number previously paid, if greater; For Reissues, see above

FEE CALCULATION (continued)

3. ADDITIONAL FEES

Large Entity Fee Code	Large Entity Fee ($)	Small Entity Fee Code	Small Entity Fee ($)	Fee Description	Fee Paid
105	130	205	65	Surcharge - late filing fee or oath	65.00
127	50	227	25	Surcharge - late provisional filing fee or cover sheet	
139	130	139	130	Non-English specification	
147	2,520	147	2,520	For filing a request for *ex parte* reexamination	
112	920*	112	920*	Requesting publication of SIR prior to Examiner action	
113	1,840*	113	1,840*	Requesting publication of SIR after Examiner action	
115	110	215	55	Extension for reply within first month	
116	400	216	200	Extension for reply within second month	
117	920	217	460	Extension for reply within third month	
118	1,440	218	720	Extension for reply within fourth month	720.00
128	1,960	228	980	Extension for reply within fifth month	
119	320	219	160	Notice of Appeal	
120	320	220	160	Filing a brief in support of an appeal	
121	280	221	140	Request for oral hearing	
138	1,510	138	1,510	Petition to institute a public use proceeding	
140	110	240	55	Petition to revive - unavoidable	
141	1,280	241	640	Petition to revive - unintentional	
142	1,280	242	640	Utility issue fee (or reissue)	
143	460	243	230	Design issue fee	
144	620	244	310	Plant issue fee	
122	130	122	130	Petitions to the Commissioner	
123	50	123	50	Processing fee under 37 CFR 1.17(q)	
126	180	126	180	Submission of Information Disclosure Stmt	
581	40	581	40	Recording each patent assignment per property (times number of properties)	
146	740	246	370	Filing a submission after final rejection (37 CFR § 1.129(a))	
149	740	249	370	For each additional invention to be examined (37 CFR § 1.129(b))	
179	740	279	370	Request for Continued Examination (RCE)	
169	900	169	900	Request for expedited examination of a design application	

Other fee (specify) _____

*Reduced by Basic Filing Fee Paid SUBTOTAL (3) ($) 785.00

SUBMITTED BY				Complete *(if applicable)*	
Name (Print/Type)	Robert J. Depke	Registration No. (Attorney/Agent)	37,607	Telephone	(312) 236-3600
Signature				Date	September 3, 2002

WARNING: Information on this form may become public. Credit card information should not be included on this form. Provide credit card information and authorization on PTO-2038.

Burden Hour Statement: This form is estimated to take 0.2 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as First Class Mail in an envelope addressed to:

Assistant Commissioner for Patents
BOX MISSING PARTS
Washington, D.C. 20231

DATE: September 3, 2002

CHI1 #184560 v1

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANT(s):	William A. Gindlesperger	**ATTY. DOCKET:**	085919.00002
SERIAL NO:	10/ 058,490	**GROUP ART UNIT:**	2165
FILED:	January 28, 2002		
INVENTION:	"APPARATUS AND METHOD FOR OBTAINING LOWEST BID FROM INFORMATION PRODUCT VENDORS"		

RESPONSE TO NOTICE OF MISSING PARTS

Assistant Commissioner for Patents
Washington, D.C. 20231

SIR:

PETITION FOR EXTENSION OF TIME

Applicant hereby petitions for a four-month extension of time to respond to the outstanding Office Action under 37 C.F.R. §1.136(a). The time to respond is thus extended to September 1, 2002. Applicant has also included a check in the amount of $720.00 as payment of the required extension fee set forth in 37 C.F.R. §1.17(a).

REMARKS

In response to the Notice to File Missing Parts mailed March 1, 2002, Applicant hereby submits the signed declaration from the parent application (U.S. Serial No. 09/ 383,371) along with a copy of the assignment document for the parent application which also assigns rights in the instant continuation application. The attached assignment is recorded March 21 2001 on real 011653 frame 0731 in the records of the United States Patent and Trademark Office. Additionally, Applicant has attached a revocation and substitute power of attorney executed by Mr. Anthony Hawks, the vice president and general counsel of e-LYNXX Corp., the assignee of the entire right and interest in the present application. The

undersigned submits that the foregoing attached documents satisfy all the requirements for submission of the oath and declaration in the instant application.

Additionally, applicant has submitted a substitute specification along with substitute drawings in order to satisfy the remaining requirements set forth in the Notice to File Missing Parts. Finally, Applicant has enclosed a check in the amount of $65.00 as payment of the surcharge set forth in 37 C.F.R. §1.53(b).

CHANGE OF ADDRESS FOR ATTORNEY

Please direct all future correspondence and telephone calls concerning this application to Applicant's attorney at the new firm and address set forth below.

Respectfully submitted,

(Reg. 37,607)

Robert J. Depke
HOLLAND & KNIGHT LLC
55 West Monroe Street, Suite 800
Chicago, IL 60603
(312) 422-9050
Attorney for Applicant

02957729

UNITED STATES PATENT AND TRADEMARK OFFICE

COMMISSIONER FOR PATENTS
UNITED STATES PATENT AND TRADEMARK OFFICE
WASHINGTON, D.C. 20231
www.uspto.gov

APPLICATION NUMBER	FILING/RECEIPT DATE	FIRST NAMED APPLICANT	ATTORNEY DOCKET NUMBER
10/058,490	01/28/2002	William Gindlesperger	42006294

CONFIRMATION NO. 3278

FORMALITIES LETTER

OC000000007562259

Robert J. Depke
Mayer, Brown & Platt
P.O. Box 2828
Chicago, IL 60690

DUE: Resp (MP)
DATE: 5-6-2002
DKTD:

OIPE JC#7
MAY 05 2003
PATENT & TRADEMARK OFFICE

Date Mailed: 03/01/2002

NOTICE TO FILE MISSING PARTS OF NONPROVISIONAL APPLICATION

FILED UNDER 37 CFR 1.53(b)

Filing Date Granted

An application number and filing date have been accorded to this application. The item(s) indicated below, however, are missing. Applicant is given **TWO MONTHS** from the date of this Notice within which to file all required items and pay any fees required below to avoid abandonment. Extensions of time may be obtained by filing a petition accompanied by the extension fee under the provisions of 37 CFR 1.136(a).

- The oath or declaration is missing.
  A properly signed oath or declaration in compliance with 37 CFR 1.63, identifying the application by the above Application Number and Filing Date, is required.
- To avoid abandonment, a late filing fee or oath or declaration surcharge as set forth in 37 CFR 1.16(l) of $65 for a small entity in compliance with 37 CFR 1.27, must be submitted with the missing items identified in this letter.
- **The balance due by applicant is $ 65.**

The application is informal since it does not comply with the regulations for the reason(s) indicated below.

The required item(s) identified below must be timely submitted to avoid abandonment:

- A substitute specification in compliance with 37 CFR 1.52 because:
  - Papers contain improper margins. *Each sheet must have a left margin of at least 2.5 cm (1") and top, bottom and right margins of at least 2.0 cm (3/4")*
- Substitute drawings in compliance with 37 CFR 1.84 because:
  - drawing sheets do not have the appropriate margin(s) (see 37 CFR 1.84(g)): Each sheet must include a top margin of at least 2.5 cm. (1 inch), a left side margin of at least 2.5 cm. (1 inch), a right side margin of at least 1.5 cm. (5/8 inch), and a bottom margin of at least 1.0 cm. (3/8 inch);

RECEIVED
MAR 12 2002
MAYER BROWN & PLATT
DOCKETING
ENT'D

A copy of this notice MUST be returned with the reply.

Customer Service Center
Initial Patent Examination Division (703) 308-1202
PART 1 - ATTORNEY/APPLICANT COPY

Please type a plus sign (+) inside this box → [X]

PTO/SB/01 (12-97)
Approved for use through 9/30/00. OMB 0651-0032
Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it contains a valid OMB control number.

DECLARATION FOR UTILITY OR DESIGN PATENT APPLICATION (37 CFR 1.63)

[X] Declaration Submitted with Initial Filing OR [ ] Declaration Submitted after Initial Filing (surcharge (37 CFR 1.16 (e)) required)

Attorney Docket Number	11103.103
First Named Inventor	Gindlesperger
COMPLETE IF KNOWN	
Application Number	/
Filing Date	
Group Art Unit	
Examiner Name	

As a below named inventor, I hereby declare that:

My residence, post office address, and citizenship are as stated below next to my name.

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

"Apparatus and Method for Obtaining Lowest Bid for Information Product Vendors"

(Title of the Invention)

the specification of which
[XX] is attached hereto
OR
[ ] was filed on (MM/DD/YYYY) _____ as United States Application Number or PCT International Application Number _____ and was amended on (MM/DD/YYYY) _____ (if applicable).

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment specifically referred to above.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56.

I hereby claim foreign priority benefits under 35 U.S.C. 119(a)-(d) or 365(b) of any foreign application(s) for patent or inventor's certificate, or 365(a) of any PCT international application which designated at least one country other than the United States of America, listed below and have also identified below, by checking the box, any foreign application for patent or inventor's certificate, or of any PCT international application having a filing date before that of the application on which priority is claimed.

Prior Foreign Application Number(s)	Country	Foreign Filing Date (MM/DD/YYYY)	Priority Not Claimed	Certified Copy Attached? YES	NO
			[ ]	[ ]	[ ]
			[ ]	[ ]	[ ]
			[ ]	[ ]	[ ]
			[ ]	[ ]	[ ]

[ ] Additional foreign application numbers are listed on a supplemental priority data sheet PTO/SB/02B attached hereto:

I hereby claim the benefit under 35 U.S.C. 119(e) of any United States provisional application(s) listed below.

Application Number(s)	Filing Date (MM/DD/YYYY)
60/097,972	08/26/98

[ ] Additional provisional application numbers are listed on a supplemental priority data sheet PTO/SB/02B attached hereto.

Burden Hour Statement: This form is estimated to take 0.4 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.

Please type a plus sign (+) inside this box → [+]

PTO/SB/01 (12-97)
Approved for use through 9/30/00. OMB 0651-0032
Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE
Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it contains a valid OMB control number

DECLARATION — Utility or Design Patent Application

I hereby claim the benefit under 35 U.S.C. 120 of any United States application(s), or 365(c) of any PCT international application designating the United States of America, listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States or PCT International application in the manner provided by the first paragraph of 35 U.S.C. 112, I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56 which became available between the filing date of the prior application and the national or PCT international filing date of this application.

U.S. Parent Application or PCT Parent Number	Parent Filing Date (MM/DD/YYYY)	Parent Patent Number (if applicable)

☑ Additional U.S. or PCT international application numbers are listed on a supplemental priority data sheet PTO/SB/02B attached hereto.

As a named inventor, I hereby appoint the following registered practitioner(s) to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith: ☐ Customer Number [ ] → Place Customer Number Bar Code Label here
OR
☑ Registered practitioner(s) name/registration number listed below

Name	Registration Number	Name	Registration Number
Joseph V. Colaianni	20,019		
Laurence E. Stein	35,371		

☐ Additional registered practitioner(s) named on supplemental Registered Practitioner Information sheet PTO/SB/02C attached hereto.

Direct all correspondence to: ☐ Customer Number or Bar Code Label [ ] OR ☒ Correspondence address below

Name	Laurence E. Stein, Esq.				
Address	PATTON BOGGS LLP				
Address	2550 M Street, N.W.				
City	Washington	State	DC	ZIP	20037
Country	US	Telephone	202-457-6000	Fax	202-457-6315

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both under 18 U.S.C. 1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Name of Sole or First Inventor: ☐ A petition has been filed for this unsigned inventor

Given Name (first and middle [if any])	Family Name or Surname
William A.	Gindlesperger

Inventor's Signature	William A. Gindlesperger					Date	8/24/99
Residence: City	Chambersburg	State	PA	Country	US	Citizenship	US
Post Office Address	295 Stonegate Circle South						
Post Office Address							
City	Chambersburg	State	PA	ZIP	17201	Country	US

☐ Additional inventors are being named on the ___ supplemental Additional Inventor(s) sheet(s) PTO/SB/02A attached hereto

UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

JUNE 13, 2001

PTAS

101660049A

PATTON BOGGS LLP
JOSEPH V. COLAIANNI
2550 M STREET, N.W.
WASHINGTON, D.C. 20037

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 03/21/2001

REEL/FRAME: 011653/0731
NUMBER OF PAGES: 9

BRIEF: ASSIGNMENT/LICENSE

ASSIGNOR:
GINDLESPERGER, WILLIAM A.

DOC DATE: 12/21/2000

ASSIGNEE:
E-LYNXX CORPORATION
131 MCKINLEY STREET
CHAMBERSBURG, PENNSYLVANIA 17201

SERIAL NUMBER: 60097972
PATENT NUMBER:

FILING DATE: 08/26/1998
ISSUE DATE:

SERIAL NUMBER: 60110248
PATENT NUMBER:

FILING DATE: 11/30/1998
ISSUE DATE:

SERIAL NUMBER: 60152606
PATENT NUMBER:

FILING DATE: 09/08/1999
ISSUE DATE:

SERIAL NUMBER: 09383371
PATENT NUMBER:

FILING DATE: 08/26/1999
ISSUE DATE:

SERIAL NUMBER: 09449942
PATENT NUMBER:

FILING DATE: 11/29/1999
ISSUE DATE:

SERIAL NUMBER: 09450023
PATENT NUMBER:

FILING DATE: 11/29/1999
ISSUE DATE:

SERIAL NUMBER: 09658133
PATENT NUMBER:

FILING DATE: 09/08/2000
ISSUE DATE:

SERIAL NUMBER:
PATENT NUMBER:
PCT NUMBER: US9928166

FILING DATE:
ISSUE DATE:

SERIAL NUMBER:
PATENT NUMBER:
PCT NUMBER: US9928187

FILING DATE:
ISSUE DATE:

MARCUS KIRK, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

FORM PTO-1619A
Expires 06/30/99
OMB 0651-0027

OIPE JC68 MAR 21 2001 PATENT & TRADEMARK OFFICE

04-) -2001

101660049

f Commerce
nark Office
IT

3-21-01

RECORDATION FORM COVER SHEET
PATENTS ONLY

O: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

ubmission Type

[X] New

[ ] Resubmission (Non-Recordation)
Document ID#

[ ] Correction of PTO Error
Reel # Frame #

[ ] Corrective Document
Reel # Frame #

Conveyance Type

[X] Assignment [ ] Security Agreement

[X] License [ ] Change of Name

[ ] Merger [ ] Other

U.S. Government
(For Use ONLY by U.S. Government Agencies)
[ ] Departmental File [ ] Secret File

onveying Party(ies)

[ ] Mark if additional names of conveying parties attached

Name (line 1) WILLIAM A. GINDLESPERGER — Execution Date Month Day Year: 12/21/00

Name (line 2)

econd Party
Name (line 1) — Execution Date Month Day Year:

Name (line 2)

eceiving Party

[ ] Mark if additional names of receiving parties attached

Name (line 1) e-LYNXX Corporation

Name (line 2)

ddress (line 1) 131 McKinley Street

ddress (line 2)

ddress (line 3) Chambersburg (City) Pennsylvania (State/Country) 17201 (Zip Code)

[ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. *(Designation must be a separate document from Assignment.)*

omestic Representative Name and Address

Enter for the first Receiving Party only.

Name

ddress (line 1)

ddress (line 2)

ddress (line 3)

ddress (line 4) 360E

FOR OFFICE USE ONLY

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Pat nts and Trademarks, Box Assignments , Washington, D.C. 20231

Correspondent Name and Address Area Code and Telephone Number 202-457-6174

Name: Joseph V. Colaianni

Address (line 1): PATTON BOGGS LLP

Address (line 2): 2550 M Street, N.W.

Address (line 3): Washington, D.C. 20037

Address (line 4):

Pages Enter the total number of pages of the attached conveyance document including any attachments. # 7

Application Number(s) or Patent Number(s) ☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)			Patent Number(s)		
60/097,972	09/383,371	09/450,023			
60/110,248	09/449,942	09/658,133			
60/152,606					

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor. Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT US99/28166 PCT US99/28187 PCT

PCT PCT PCT

Number of Properties Enter the total number of properties involved. # 9

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): $ 360.00

Method of Payment: Enclosed ☐ Deposit Account ☒

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 50-0709

Authorization to charge additional fees: Yes ☐ No ☒

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Joseph V. Colaianni — Name of Person Signing

Signature

3/21/01 — Date

INTELLECTUAL PROPERTY ASSIGNMENT

AND LICENSING AGREEMENT

THIS AGREEMENT is made and entered into as of the 21th day of December 2000, between e-LYNXX Corporation ("e-LYNXX"), a Pennsylvania corporation with its principal place of business at 131 McKinley Street, Chambersburg, PA 17201 and William A. Gindlesperger ("Gindlesperger"), an individual residing at 295 Stonegate Circle South, Chambersburg, PA 17201.

WHEREAS, Gindlesperger has developed certain intellectual property including patent applications, trade secrets, and proprietary know-how related to certain business practices and methods including, but not limited to, business practices and methods for the electronic procurement of customized goods and services (hereinafter referred to as "Technology"); and

WHEREAS, Gindlesperger desires to enter into an arrangement whereby Gindlesperger assigns the intellectual property rights in such Technology to e-LYNXX for the purpose of transferring ownership of the Technology to e-LYNXX, for consideration as defined herein; and

WHEREAS, e-LYNXX desires (i) to acquire all right, title, and interest in and to the Technology in order for e-LYNXX to commercialize the Technology, initially in the print and information products industry and then into other industries or fields of use and (ii) to provide compensation to Gindlesperger for his past development of the Technology;

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter set forth and other good and valuable consideration, the adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE I – ASSIGNMENT

Gindlesperger does grant, convey, bargain, sell, assign, transfer and deliver to e-LYNXX, its successors and assigns, all Gindlesperger's right, title, and interest in and to the Technology, as set forth in Schedule A and all other intellectual property including, but not limited to, trade secrets, data, know-how, and other information pertaining to the electronic procurement of products and services to which Gindlesperger has any rights and interest at the time of this Agreement. The assignment addressed in this Agreement shall further include any intellectual property which may result hereafter as a collaboration between e-LYNXX and Gindlesperger.

ARTICLE II – CONSIDERATION

A. Amount of Payment: In consideration of the assignment by Gindlesperger to e-LYNXX of the Technology and intellectual property rights therein, e-LYNXX agrees to pay to Gindlesperger the sum of Two Hundred Fifty Thousand Dollars ($250,000) immediately following e-LYNXX's receipt of the financial investment described in its September 2000 Business Plan, or as soon as the e-LYNXX Board of Directors determines that e-LYNXX is financially able to make such payment (whether in whole or in part), whichever occurs earlier. Until such payment is made in full, the $250,000 purchase price (or such unpaid portion thereof) shall be booked as a liability of e-LYNXX in accordance with generally accepted accounting principles.

B. Third-Party Licenses: In the event that (i) e-LYNXX licenses the Technology to a third party for use outside of the business operations of e-LYNXX or (ii) e-LYNXX receives monies for patent infringement involving the Technology (whether by settlement or as a result of litigation), e-LYNXX shall share with Gindlesperger any royalties accruing to e-LYNXX for such licenses or any monies collected for patent infringement, subject to the provisions of Article II.D below, as follows:

Licensing Royalties: 50% to e-LYNXX
50% to Gindlesperger

Infringement Monies: 50% to e-LYNXX (net of legal fees and costs)
50% to Gindlesperger (net of legal fees and costs)

C. Payments: Any payments owed under the preceding paragraph shall be paid to Gindlesperger by e-LYNXX on a monthly basis within ten (10) calendar days after the end of each calendar month. All such payments due Gindlesperger shall be free of any applicable taxes, charges, or remittance fees levied by any United States or foreign governmental agency. In addition, with each monthly payment, e-LYNXX shall furnish Gindlesperger with a statement identifying the names of organizations from whom license royalties or infringement monies were received during the preceding calendar month and the amount received. All payments and statements shall be sent to such address or financial account as Gindlesperger may hereafter designate.

D. Third Party Infringement:

1. If either e-LYNXX or Gindlesperger becomes aware of any infringement of any intellectual property rights in connection with the Technology, then such party shall promptly give notice thereof to the other party and the parties shall consult in good faith as to whether to commence a civil action for infringement.

2. e-LYNXX shall have the initial right to prosecute any such civil action, and to select legal counsel with respect thereto. e-LYNXX shall pay all legal fees and costs in connection therewith. Any monetary recovery from any such litigation shall be first applied to pay the legal fees and costs thereof, including legal fees and costs disbursed to Gindlesperger's attorneys (if Gindlesperger shall have joined as a party pursuant to e-LYNXX's request), with the balance to be distributed as set forth above in Article II.B.

3. If, within sixty (60) days of the notice required by Article II.D.1, e-LYNXX elects not to commence a civil action, Gindlesperger shall have the right to do so in his own name. e-LYNXX will join as party to the litigation if Gindlesperger deems it necessary or desirable and, further, shall fully cooperate in the prosecution of the civil action. If Gindlesperger commences such a civil action, he shall select legal counsel and pay all legal fees and costs in connection therewith. Any monetary recovery shall first be applied to pay legal fees and costs, including legal fees and costs disbursed to e-LYNXX's attorneys, if any, with the balance to be distributed as set forth above in Article II.B.

E. Audit Rights: Upon the prior written request of Gindlesperger to e-LYNXX, the accounting records relating to the Technology maintained by e-LYNXX shall be subject, during reasonable business hours, to audit by Gindlesperger, at Gindlesperger's expense, or at Gindlesperger's option, a public accounting firm designated by Gindlesperger; *provided that* if any audit should disclose an underpayment by e-LYNXX, then e-LYNXX shall immediately pay such amount to Gindlesperger, plus (i) interest thereon at an annual aggregate rate of ten percent (10%) from the date on which such payment was originally due and (ii) the cost of any audit which reveals an underpayment in excess of five percent (5%) of the amount owing for the reporting period in question. The purpose of the audit shall be to ensure proper remittance of the royalties and infringement monies due Gindlesperger for the period or periods of examination. It is the intent of the parties that such audits shall not be performed more frequently than two (2) times per year. In no event shall Gindlesperger or his designated auditor be granted access to any business, technical, or accounting records of e-LYNXX which are not related to the subject matter of this Agreement.

ARTICLE III – LICENSE GRANT TO GINDLESPERGER

A. License Grant: e-LYNXX grants back to Gindlesperger a perpetual exclusive right to grant sublicenses to the Technology in those industries or fields of use in which (i) e-LYNXX is not using the Technology and (ii) e-LYNXX has not granted a license to a third party; *provided that* no such sublicense may preclude e-LYNXX from subsequently entering that industry or field of use or granting licenses to third parties in that industry or field of use.

B. Notice; Future Scope: Gindlesperger shall promptly notify e-LYNXX, in the manner set forth immediately below, of the grant of any such sublicense. In the event that e-LYNXX begins using the Technology or grants a license to a third party in an industry or field of use in which Gindlesperger has granted a prior sublicense, any such sublicense shall be remain in effect according to the terms of such sublicense, and Gindlesperger shall be entitled to renew or otherwise extend any such sublicense in his sole and absolute discretion; *provided that* Gindlesperger shall not be entitled to grant additional sublicenses in such industry or field of use, unless and until e-LYNXX ceases using the Technology or granting licenses to third parties in such industry or field of use.

ARTICLE IV – REPRESENTATIONS AND WARRANTIES

Gindlesperger hereby represents and warrants that (i) he is the sole owner of the Technology and intellectual property rights assigned to e-LYNXX hereunder, (ii) that he has an absolute right to make such assignment, and (iii) that the assignment of such Technology will not infringe any third party proprietary rights, including but not limited to rights in patents, copyrights, trade secrets, trademarks, services marks, data, information, and know-how.

ARTICLE V – MISCELLANEOUS

A. Governing Law and Forum; Attorneys' Fees: This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without regard to its principles of conflict of laws. Any legal actions to enforce the terms of this Agreement, or to litigate any claims arising out of or otherwise relating to this Agreement, shall be brought in a federal or state court with competent jurisdiction over the defending party. All objections to personal jurisdiction and venue in such forum are waived for this purpose, and in the event of litigation, the prevailing party shall be entitled to its reasonable attorneys' fees and costs of litigation.

B. Successors and Assigns: The terms and conditions set forth in this Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors in interest, and assigns.

C. Waiver: The failure of either party to enforce at any time any provisions of this Agreement shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of any party to enforce each and every provision thereafter.

D. Amendment; Counterparts: This Agreement may only be amended by written instrument duly executed by all parties prior to the effective date of any such amendment. This Agreement may be signed in counterparts, and all such counterparts shall be deemed an original.

E. Entire Agreement: This Agreement constitutes the entire agreement of the parties and supersedes all prior and contemporaneous agreements and understandings, whether oral or written, and any past courses of dealing relating to the subject matter hereof.

IN WITNESS WHEREOF, the undersigned, with full power and authority to do so, intending that the parties hereto be legally bound by the terms and conditions of this Agreement have caused their corporate or individual names to be signed effective as of the date first written below:

WILLIAM A. GINDLESPERGER

William A. Gindlesperger

Date: 12/21/00

e-LYNXX CORPORATION

By: _____

Name: William A. Gindlesperger

Title: President / Chairman

Date: 12/21/00

SCHEDULE A

A. E-PROCUREMENT SYSTEM FOR PRINT AND INFORMATION PRODUCTS
(CAPS Program)

Filing Date	Document Title	U.S. PTO Serial No.
08/26/98	Provisional Application: Apparatus and Method for Obtaining Lowest Bids from Vendors	60/097,972
08/26/99	Statutory Application: Apparatus and Method for Obtaining Lowest Bid from Information Product Vendors	09/383,371
11/29/99	Continuation Application: A System and Method for Competitive Pricing and Procurement of Customized Goods and Services	09/450,023
11/30/99	PCT Application: A System and Method for Competitive Pricing and Procurement of Customized Goods and Services	PCT/US99/ 28166
05/01/00	Petition to Make Special: Apparatus and Method for Obtaining Lowest Bid from Information Product Vendors	09/383,371

B. E-PROCUREMENT SYSTEM FOR CUSTOMIZED GOODS AND SERVICES
(PrintProSys)

Filing Date	Document Title	U.S. PTO Serial No.
11/30/98	Provisional Application: A System and Method for Competitive Pricing and Procurement of Customized Manufactured Goods and Services	60/110,248

11/29/99	Statutory Application: A System and Method for Competitive Pricing and Procurement of Customized Goods and Services	09/449,942
11/30/99	PCT Application: A System and Method for Competitive Pricing and Procurement of Customized Goods and Services	PCT/US99/28187
05/12/00	Petition to Make Special: A System and Method for Competitive Pricing and Procurement of Customized Goods and Services	09/449,942

C. E-PROCUREMENT SYSTEM FOR CUSTOMIZED GOODS AND SERVICES (printLYNXX)

Filing Date	Document Title	U.S. PTO Serial No.
09/08/99	Provisional Application: A System and Method for Competitive Pricing and Procurement of Customized Goods and Services	60/152,606
09/08/99	Statutory Application: A System and Method for Competitive Pricing and Procurement of Customized Goods and Services	09/658,133

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANT(s):	William A. Gindlesperger	**ATTY. DOCKET NO.:**	085919.00002
SERIAL NO.	10/ 058,490	**GROUP ART UNIT:**	2165
FILING DATE:	January 28, 2002		
TITLE:	APPARATUS AND METHOD FOR OBTAINING LOWEST BID FROM INFORMATION PRODUCT VENDORS		

Assistant Commissioner for Patents
Washington, D.C. 20231

POWER OF ATTORNEY BY ASSIGNEE OF ENTIRE INTEREST AND REVOCATION OF ALL PRIOR POWERS

S I R:

As assignee of record of the entire interest of the above identified

☒ application,

☐ patent,

REVOCATION OF PRIOR POWERS OF ATTORNEY

e-LYNXX Corporation, as the sole assignee of all right, title and interest in the above-identified application for United States Patent, hereby revokes all powers of attorney previously granted in the application and

NEW POWER OF ATTORNEY

e-LYNXX Corporation further hereby appoints Messrs. Lewis T. Steadman, Sr. (17,074), Robert J. Depke (37,607), Todd S. Parkhurst (Reg. No. 26,494), Stefan V. Stein (Reg. No. 29,702) and Anderson L. Baldy (40,496), all members of the firm of Holland & Knight LLP, as its attorneys with full power of substitution and revocation, to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith.

SEND CORRESPONDENCE TO:	**DIRECT TELEPHONE CALLS TO:**
Robert J. Depke Holland & Knight LLC 55 West Monroe Street Suite 800 Chicago, Illinois 60603	Robert J. Depke (312) 263-3600

e-LYNXX Corporation
(type identity of assignee of entire interest)

8224 Kings Arm Drive
Address

Alexandria, VA 22308

Anthony W. Hawks
Signature

Date August 30, 2002

Anthony W. Hawks
Vice President and General Counsel
(type or print name of person authorized to sign on behalf of assignee)

Note: The assignee of the entire interest may revoke previous powers and be represented by an attorney of his or her selection. 37 CFR 1.36.

CHI1 #184548 v1

Apparatus And Method For Obtaining Lowest Bid From Information Product Vendors

Field Of The Invention

The present invention generally relates to an apparatus and method for creating a database representing print and other information product vendor pools for one or more subscribing buyers, and for selecting the lowest bidder from the database's represented vendor pool on a per-job basis and, more particularly, for creating and maintaining a database representing a vendor pool for each subscribing buyer of printing and other customized print information product goods and services, the database further representing capabilities of said vendors, receiving invitations-for-bid from buyers, extracting vendor qualification criteria data from said invitations-for-bid, transmitting invitations to bid on said invitations-for-bid to qualified ones of said vendors, based on said vendor qualification criteria data, and selecting from among the responding vendors based on the response price and other factors.

Background Of The invention

Purchase of print and other customized information product goods and services, such as business cards and forms, envelopes, labels, pamphlets, CD ROMS, notepads, transparencies, brochures, and bound books differs from non-custom manufactured goods or services in that print and other information product goods and services are generally not pre-stocked as "off-the-shelf" items but, instead, must be specifically manufactured or provided to meet the buyer's particular requirements. Consequently, print and other information product goods and services frequently cannot be purchased "off-the-shelf" at fixed prices appearing on standard price lists. Instead, most print and

other information product goods and services are customized to some extent and, accordingly, their prices are established when the specific goods or services are themselves identified, either by an actual order, invitation-for-bid ("IFB"), request-for-quote ("RFQ"), or request-for-proposal ("RFP"); only then can the manufacturer or service provider assess the precise quality and manufacturing or service specifications required to perform the job.

The general procedure used in the prior art of procurement of print and other customized information product goods and services is that the buyer provides the actual order, or the IFB, RFQ, or RFP to one or more printers with whom, in general, the buyer has had sufficient previous experience to know what type of product or level of service can be provided. For purposes of this description, the terms "printer" and "print vendor" are interchangeable and are defined as an entity which manufactures or sells traditional forms of print or other non-traditional types of information product goods or services, which are or which consist of any tangible medium for communicating or displaying text, images, or other graphical or pictorial information, including, but not limited to, business forms, labels, pamphlets, books, flyers, brochures, transparencies, CD ROMs, stickers, business cards, envelopes, and note pads. For purposes of this description the terms "print information product" and "print information goods" are interchangeable and defined to include all of the above-identified goods and services. The printer then reviews the buyer's product manufacturing and delivery specifications or requirements contained in the order, IFB, RFQ, or RFP including physical specifications, characteristics of style, quantities, mode of shipment, delivery schedule, and quality level required to perform individual jobs or estimated job requirements over a given period of time and, based on or extrapolating from previous experiences, provides an estimated price or bid to the

buyer. Generally the buyer will provide the order, invitation-for-bid, request-for-quote, or request-for-proposal to a single or very limited number of print vendors, and award the contract to the single or lowest bidder.

In following this general procedure in the prior art, however, buyers of printing and other customized information product goods or services confront the so-called "iron triangle" of quality, timeliness, and cost. Buyers want a product or service that is good, fast, and cheap, but what they discover is that traditional procurements methods will, at best, only achieve two of these three ideals on any given job. Thus, a buyer might demand and receive top quality on a "rush" order, but only at a high cost. Conversely, negotiating a lower price may achieve cost savings, but also compromise quality and timeliness.

This problem is heightened by great elasticity in the so-called "market" price of printing or other customized information product goods or services, which can vary widely from vendor to vendor and from week to week. This elasticity results from one fact that pricing of such customized goods or services greatly depends on (1) the level of service and quality desired; (2) the labor and equipment required to produce the job or provide the service; (3) the amount time involved in producing the job or providing the service; (4) whether the job or service can be engineered or designed in a cost-effective way; and (5) whether the customer order can be included in the print vendor's production schedule to comply with the required delivery date.

This last factor is particularly crucial. Most print vendors are "hard-iron" manufacturers with high overhead and labor costs. As a result, idle equipment and labor can be devastating to a print vendor's profit margin. At the same time, print vendors must be ready to service their regular customers on short notice, which means planning for downtime in the production schedule to ensure that their machinery

is available for "rush" orders. Managing customer job orders in a way that minimizes these "holes" in the production schedule is frequently what distinguishes the profitable print vendor from the insolvent one.

As a result of this tension between the cost of idle equipment and labor and the need to preserve downtime for regular customers, print vendors are constantly seeking short-turnaround jobs to fill their production "holes" when their regular orders do not materialize. To obtain these short-turnaround jobs, many print vendors will resort to extremely low pricing, provided that they can do so without undermining their regular customer relations. This pricing strategy is called "contribution pricing". "Contribution" pricing is the practice of bidding out work at below normal profit margins because any income above out-of-pocket costs "contributes", 100%, to the print vendor's bottom line in comparison to cost of letting its labor and machinery remain idle. In current printing markets, "contribution" pricing on a regular basis is found only in federal and state government procurements of print information products.

In both public and private sector print information product markets, however, traditional procurement methods and prior art devices have failed to solve this "iron triangle" because of their inability to take advantage of "contribution" pricing without incurring prohibitive administrative costs or sacrificing quality or timeliness. There are many reasons for this failure. First, the purchase or procurement of printing and other customized information product goods and services frequently requires specialized knowledge and expertise in finding the right print vendor for each job. Most businesses, however, hire purchasing officials with general procurement knowledge who are then given responsibility for a wide range of purchases. As a result, the purchasing official is forced to rely on the print vendor's expertise in designing or engineering a print job,

which too often results in the most expensive (and most profitable for the print vendor) design, engineering, or production process.

Second, in order to find the manufacturer or service provider who is willing to offer the lowest "contribution" pricing on any given job, the buyer must often request price quotations from dozens or even hundreds of vendors. In the actual business environment, however, there are difficulties which make selection of a print vendor willing to offer "contribution" pricing difficult for the buyer. There are also difficulties and tradeoffs which make preparation of responding bids difficult for the print vendors. For example, from the buyers perspective, a first difficulty is identifying the pool of print vendors to whom it should send its IFB or RFQ. A larger vendor pool would, in theory, be desirable because it usually means a lower bid can be received. This is well-known in the general business world. However, identifying such a large vendor pool is generally not practical. A main reason is that gathering and maintaining information about a large number of current and potential print vendors is time consuming and expensive. Few companies have the time, money, or inclination to maintain a large, up-to-date database on such potential vendors, particularly when soliciting dozens of bids or quotations will itself require staff and administrative time that costs more than the savings generated from competitive bidding. This disparity is heightened by the fact that most print jobs involve relatively low dollar purchases or procurements.

In addition, even if a buyer were willing to absorb the administrative costs associated with keeping a large database of vendors to improve the competitive bidding, the buyer is often reluctant to do so because quality control becomes more difficult as the vendor pool increases. Part of quality control is to monitor the quality and dependability of goods and services output by each vendor in the vendor

pool. This is difficult not due only to the volume of the information, but also to the fact that the buyer must generally obtain such information from its own dealings with the vendor. The reason is that reliability, price history, and quality of a print vendor's work for other buyers may not be obtainable. This is another reason that buyers will not seek goods or services from new vendors because negative information on their reliability or quality may then be learned first hand.

In the pubic sector, where federal and state agencies are often required by law to make bid opportunities available to large numbers of vendors, procurements of print information products typically result in poor quality control and relatively high administrative costs that must be subsidized by the taxpayer. In contrast, traditional procurement methods and prior art devices in the private sector have emphasized quality control by limiting the vendor pool for print information goods and services to a small number of reliable vendors with which it has previously done business. However, as the present inventor has discovered, there is a significant cost problem associated with limiting of the vendor pool to a small number. The problem is that the limited competition results in vendors offering, and charging, higher prices, being undisciplined by a more competitive market. Such prior art methods are typically based on direct negotiation with preferred vendors in established commercial relationships, often resulting in controlled term pricing that lumps procurements together in the hope of enhancing the print buyer's buying power within a narrow pool of vendors; and "best buy" or "best value" procurement practices (which are now being adopted increasingly in the public sector) that are largely creative user or quality control driven.

Because of the limitations of traditional procurement methods, print vendors are often left not only with unscheduled holes in their production schedules, but also unable to fill downtime purposefully set

aside for last minute "rush" orders from regular customers. Moreover, even those print vendors who would gain, in an immediate sense, from contribution pricing are frequently unwilling to offer that pricing to their regular customers. The reason is that the regular customer, after once receiving a contribution pricing its vendor due to the vendor then facing idle machine time, would expect to pay the same low prices for its future print jobs. The regular customer would even expect the vendor to give contribution pricing at times when the vendor lacks idle production capacity. As a result, the vendor would have to displace more profitable work to accept the lower paying work, in order maintain the goodwill of its customer.

The printing industry addresses the problem of maximizing machine utilization without compromising its relationship with preferred customers through sales and marketing efforts which, in turn, increase the cost of each print job and which, ultimately, the print vendor passes to the print buyer through higher prices. The need to maximize factory floor and machine utilization is in no way unique to the printing industry. Is a major concern in many other customized manufacturing operations.

As a consequence of the foregoing, there has been a long felt need for a system and method of competitive pricing for custom printed goods and printing services that: (1) identifies and manages a large vendor pool to obtain the benefit of enhanced pricing competition, without imposing relatively high administrative costs or causing a loss of quality control; (2) offers vendors an inexpensive, cost effective and reliable system for obtaining access to print jobs and specifications without added marketing costs and sales commissions; and (3) does not rely on the vendors' product expertise to establish price, but rather allows each vendor to bid high, bid low, or not bid at all based, strictly,

on their production capabilities and need to fill available time in their production schedules.

Summary Of The Invention

The present invention provides a system and method for selecting a printing vendor from a plurality of printing vendors, comprising steps of receiving, at a central, conventional database server termed herein as "the PrintProSys^{SM} server", an initial vendor pool data set from each of a plurality of buyers, the initial vendor data set identifying an initial vendor pool for that buyer, entering the initial vendor pool data set into a vendor database within the "PrintProSys^{SM} server", transmitting an invitation to subscribe to each vendor in the initial vendor pool, receiving a vendor capability data from a sub-plurality of the vendors in the initial vendor pool, the vendor capability data describing each vendor's print capabilities, entering the vendor capability data into the vendor database, receiving at the PrintProSys^{SM} server a buyer's invitation-for-bid describing a customized print or other information product or service that the buyer wishes to procure or obtain bids for, calculating or extracting a vendor selection criteria data from the buyer's invitation-forbid, the vendor selection criteria data defining the values that a vendor's capability data must meet to qualify for, and to receive, a vendor's invitation-forbid requesting a bid response corresponding to the buyer's invitation-for-bid.

The method of the present invention then compares and correlates the vendor selection criteria data to the vendor capability data field of each vendor data record in the buyer's vendor pool database. The PrintProSys^{SM} server then transmits a vendor's invitation-for-bid data to each vendor in the buyer's vendor pool whose vendor capability data field meets the vendor selection criteria data

extracted from the buyer's invitation-for-bid data. Next, the PrintProSys^{SM} server receives a plurality of responding bid data, each being from a corresponding one of the plurality of vendors to whom a vendor invitation-for-bid data was transmitted, and each representing the transmitting vendor's price for the particular print information goods or services requested. The PrintProSys^{SM} server then selects the responding bid data having the lowest represented vendor price and generates information identifying the buyer of the identity of the selected vendor.

Upon the PrintProSys^{SM} server's receipt of an approval data from the buyer, it issues an order to the selected vendor for the purchase of the at least one printed item. In addition, the PrintProSys^{SM} server's transmits to the remaining non-selected vendors in the vendor pool a bidding result data representing the identity of the selected vendor, and the rank order value bid data submitted by all other selection pool vendors.

The PrintProSys^{SM} server of the invention has the further ability to maintain multiple vendor pools for each of a plurality of buyers, the multiple vendor pools for a particular buyer corresponding to multiple print product or service types that the buyer procures.

A still further embodiment transmits a data representing the bid price of all received bids, to all vendors who submitted bids.

A further embodiment of the invention assigns a preferred vendor flag to each vendor record and then selects vendors for receiving vendors' invitation-for-bid based on the flag value.

A still further embodiment of the invention automatically generates a set of project milestone data for use in monitoring the winning vendor's progress on the buyer's requested print job or service.

A still further embodiment of the invention receives an invoice data from the winning print vendor upon completion of the job, and

generates a corresponding buyer's invoice in response. The system then receives a fund transfer from the buyer based on the buyer's invoice and deposits the fund into an escrow account. Next, the system subtracts a system fee from the deposited amount, transfers that system fee to a system administration account, and transmits the remainder from the escrow to the winning print vendor. This embodiment provides a single source accounting for buyers dealing with plurality of vendors.

Brief Description Of the Drawings

These features and advantages of the present invention will be more fully disclosed in, or rendered obvious by, the following detailed description of the preferred embodiment of the invention, which is to be considered together with the accompanying drawings wherein like numbers refer to like parts and further wherein:

Fig. 1 is a general flow chart showing the steps associated with a preferred first embodiment of the present invention;

Fig. 2 is a tabulated format of information fields submitted by potential subscribing print vendors for the pre-qualification step of creating a database of a buyer's pool of print vendor;

Fig. 3 is a general flow chart showing steps of a second embodiment of the invention, using a preferred vendor flag as a selection criteria for receiving invitations-for-bid; and

Fig. 4 is a general flow chart of another embodiment of the invention, having a milestone generation feature.

Detailed Description Of The Preferred Embodiments

The method and apparatus of the present invention will be better understood by a description of its operation in reference to the attached figures.

For purposes of this description the following definitions apply:

* The index "i" identifies the particular vendor;
* The index "j"identifies a particular buyer;
* The value "J" is the number of buyers;
* VR_{ij} is the vendor record of the i^{th} buyer's vendor pool or, equivalently, a vendor record of a vendor "i" that is a approved by buyer "j" for receiving bids on that buyer's jobs;
* K_j is the number of vendors in the j^{th} buyer's vendor pool or, equivalently, the number of vendors having vendor records VR_{ij} indicating approval by buyer "j" for receiving bids on that buyer's jobs;
* BVP_j is the Buyer's Vendor Pool of the j^{th} buyer, referencing all of the K_j vendor records VR_{ij} associated with the j^{th} buyer;

the plurality of K_j vendor records VR_{ij} in the server database is the Buyer's Vendor Pool BVP_j, for j=1 to J.

Other definitions are recited where appropriate.

Referring to Fig. 1, the process begins at step 2 by inputting for each of J buyers, each identified by the index j, a plurality of K_j vendor records VP_{ij} into the memory of a conventional network server running under Windows NT or any of the equivalent server operating systems that are well-known in the art. The server is termed the PrintProSys^{sm} server for purposes of this description.

The method then proceeds to step 4 where an invitation-to-subscribe ITS_{ij}, for i=1 to K_j, is generated for each of the K_j vendors identified by the j^{th} buyer, for each of the J buyers.

Next, at step 6, a vendor capability attribute data, VA_{ij}, for i=1 L_j is quantified by each of a plurality of L_j vendors, where L, is the number of vendors from the quantity K_j of vendors in the j^{th} Buyer's

Vendor Pool BVP_j from whom a vendor capability attribute data is received. For each j^{th} buyer the value of L_j can range from zero to K_j. The vendor capability attribute data, VA_{ij} represents the manufacturing, production, or provider capabilities of the i^{th} or submitting vendor. The vendor capability attributes VA_{ij} are in terms of understandable descriptor words, having specific value tables determined by the particular implementation of the system. An example set of vendor capability attributes VA_{ij} is shown on Fig. 2, and includes the vendor's ability to generate various quantity ranges of: Books, including loose-leaf, side-stitched and perfect bound; Books, Smyth-sown, case-bound; Books, saddle stitched; Books, paste on fold; Binders Only; Print Composition, including CD ROM, general, magnetic media, variable imaging, master and replication; Die Cutting and Letterpress capabilities; Four-Color Process capabilities; Cut Sheets capabilities; Business Form Specialties; Continuous Form capabilities; Snap Apart Sets capability; capability for Flexography, Labels, Decal and Screen Process On Labels; capability for Screen Printing and Printing of Plastic, Mylar and Acetate; Miscellaneous Printing Processes, including thermography, engraving, foil stamping and embossing; capabilities for various Specialty Items, including tabloids, microfiches, negatives, lamination, engineering drawings, tags, expansion file folder, 3-ring binders and advertising specialties; and envelopes.

At step 8 the vendor capability attributes VA_{ij} are transmitted to, received by and stored by the PrintProSys^{sm} server. The vendor capability attribute data VA_{ij} may be submitted by the vendor over the Internet, via an interactive data entry terminal, e.g., a conventional personal computer, as is known in the art.

In an alternative embodiment, the vendor may supply the quantified vendor capability attributes VA_{ij} by paper form (not shown),

the data from which is then entered into the PrintProSys^{sm} server storage by manual means. As yet another alternative, the vendor can supply the quantified vendor capability attribute data VA_{ij} by magnetic data storage media, or optical data storage media, or equivalent transportable media of the types that are well known in the data storage arts.

Upon completion of step 8 the PrintProSys^{sm} server contains J of the above-identified Buyer's Vendor Pools BVPj, for j = 1 to J, each consisting of K_j vendor records VR_{ij}, each vendor record having the received quantified vendor capability attribute data VA_{ij}. The quantified vendor capability attribute data VA_{ij} field of the vendor records VR_{ij} for which no was received are null entries.

Referring to Fig. 1, any of the J buyers, for example the j^{th} buyer, may now proceed to step 10 and transmit a buyer's invitation for bid specification BIFB to the PrintProSys^{sm} server. In response to receiving the BIFB from the j^{th} buyer, the PrintProSys^{sm} server goes to step 12 and calculates or extracts a vendor capability criteria CC from the BIFB, which defines the values that the quantified vendor capability attribute data VA_{ij} field of a vendor record VR_{ij} must have to qualify for bidding on the job defined by the buyer's invitation for bid specification BIFB.

Referring again to Fig. 1, the method proceeds to step 14 where the PrintProSys^{sm} server compares or correlates the extracted a vendor capability criteria CC against the vendor capability attribute data VA_{ij} of each vendor record VR_{ij} in, or having a j value representing of it being in, the j^{th} Buyer's Vendor Pool BVP_j. Next, at step 16, for each, if any, of the vendor records VR_{ij} having a vendor capability attribute data VA_{ij} meeting the vendor capability criteria CC, the PrintProSys^{sm} server reformats the BIFB into a vendors' invitation for bid VIFB, and transmits the VIFB to the print vendor based on the name and address

field of the vendor record VR_{ij}. The vendor's invitation for bid VIFB specifies the print information product or service in a consistent, standardized format so that each receiving vendor will understand clearly all product, delivery and other requirements for the print information item or service that is being placed out for bids by the buyer. This arrangement ensures that the bids are comparable and that mistakes as to the requirements of the buyer are minimized, while enabling each vendor to prepare a more precise calculation of its responding bid B_i.

Referring to Fig. 1, at step 18 one or more or the vendors receiving the vendor's invitation for bid VIFB submits a bid B_i to the system, where the index "i" identifies the submitting vendor. The bid is received by and input to the PrintProSys^{sm} data server. Then, at step 20 the PrintProSys^{sm} data server detects the lowest price bid and at step 22 transmits to the buyer a data, WIN, informing of the identity of that lowest price vendor. At step 24 the PrintProSys^{sm} server awaits receipt of approval data APP from the buyer and, upon receipt, issues an order data ORDER to the selected vendor for purchase of the print item or procurement of the printing service at the bid price. If step 24 does not receive the approval data APP no order data ORDER is transmitted. At step 26 the PrintProSys^{sm} data server generates BIDINFORM data representing the remaining non-selected vendors in the vendor selection pool VSP_{jk} and the identity and the bid price of the bids B_i received from all of the responding vendors, and this data is then transmitted to all of the vendors.

A minor variation of the above-described first embodiment, which is not shown, omits the step 4 generation of the invitation-to-subscribe ITS_{ij}, for i =1 to K_j.

A first embodiment of the invention, and variations thereof, have been described in reference to Fig. 1. In the Fig. 1 embodiment, step 2

inputs a vendor record VR_{ij} for each i vendor which make up an initial vendor pool for each buyer j, and steps 6 and 8 then quantify and input a vendor capability attribute VA_{ij} into one or more of the vendor records VR_{ij}. The above-described step 12 then calculates or extracts a vendor capability criteria CC from the invitation for bid BIFB, which defines the values that the quantified vendor capability attribute data VA_{ij} must have to qualify the i^{th} vendor for bidding on the j^{th} buyer's BIFB. Step 14 then selects the vendors that receive the vendor's invitation-for-bid VIFB, based on comparing the vendor capability criteria CC to the quantified vendor capability attribute data VA_{ij} for each the j^{th} buyer's vendors i.

Referring to Figure 3, an alternative embodiment is depicted, with like blocks having like labels compared to Fig. 1. In the Fig. 3 embodiment, each vendor record VR_{ij} has a preferred vendor flag PV_{ij}. The preferred vendor flag has logical values of "yes" and "no", which represent whether the i^{th} vendor is a preferred vendor for the j^{th} buyer. The value of PV_{ij} can be set at step 40, when the vendor record VR_{ij} is entered. Step 40 is otherwise identical to step 2 of Fig. 1. This embodiment does not enter vendor capability attributes VC_{ij} and does not extract a capability criteria CC from a received buyer's invitation-for-bid. Instead, after receipt of a BIFB at step 10, vendors are selected at step 42 to receive vendor's invitations-for-bid VIFS solely on whether or not the vendor is a preferred vendor of the j^{th} buyer.

Referring to Fig. 4, an example of a still further embodiment of the invention will be described. The example Fig. 4 embodiment comprises the above-described steps for the Fig. 1 first embodiment, and an additional step 28 at which the PrintProSys^{sm} generates a milestone data set MSTONE representing a set of job milestones calculated from the schedule, quantity and product or service descriptors corresponding to the awarded bid. Example milestones

values represented by MSTONE include, but are not limited to, paper and supply availability, scheduling and finishing of prep, proofing, pre-press, press sheet inspections, press work, bindery, special finishing and shipping and delivery.

A still further embodiment, which is not depicted, combines the above-described step 28 of generating a milestone data set MSTONE with the above-described embodiment of Fig. 3.

Another embodiment of the invention combines embodiments of Figs. 1 and 3, and selects vendors for receipt of vendors' invitation-for-bid VIFB based on either of the two described selection criteria being met, i.e., if the extracted vendor capability criteria CC is met by the vendor capability data VC_{ij}, or if the vendor has a preferred vendor PV_{ij} flag value of "yes".

Yet another embodiment of the invention receives an invoice data from the winning print vendor upon completion of the job, and generates a corresponding buyer's invoice in response. The system then receives a fund transfer from the buyer based on the buyer's invoice and deposits the fund into an escrow account. Next, the system subtracts a system fee from the deposited amount, transfers that system fee to a system administration account, and transmits the remainder from the escrow to the winning print vendor. This embodiment provides a single source accounting for buyers dealing with a plurality of vendors.

As can be readily determined by one of ordinary skill in the art of print procurement, there are numerous advantages obtained with the present described invention. First, the invention quantifies both the buyer's needs and the vendors' attributes in a database system that matches objective print information product or service specifications with pre-determined vendor quality levels and manufacturing, production, or provider capabilities. The invention creates multiple

vendor pools for each buyer, each vendor pool being for a particular type of print information product or service. As a result, the print buyer has a large pool of qualified vendors to which each invitation-for-bid can be distributed. Further, the buyer is no longer dependent on an individual print vendor's specialized knowledge and, instead, is able to obtain competitive pricing based on objective specifications that reflect the buyer's requirements rather than one particular vendor's existing backlog, manufacturing, production, or provider preferences. At the same time, print vendors can calculate more precisely, and hence more competitively, the pricing in their bids due to availability of complete objective specifications. Most importantly, given a sufficiently large vendor pool for each job, combined with the fact that each vendor can bid high, bid low, or not bid at all without concern for loss of the buyer's good will, the buyer is virtually assured of receiving "contribution pricing" from at least one responding vendor on each and every job.

In addition, by employing the invention, the print buyer sets the parameters for both vendor pool selection and for the bidding and award process. The parameters are set in such a way, however, that vendor quality and responsibility is determined at the time each vendor pool is established and only the responsiveness of each vendor's bid is reviewed at the time of award. In this manner, the buyer can create and manage large vendor pools without having to assess the quality of each bidder each time an individual job is bid. Moreover, the bidding and award process is standardized so as to make the dissemination of invitations for bid, the receipt of bids, and the award of the job to the lowest responsive bidder virtually automatic and without the need for additional procurement staff or the expenditure of related out-of pocket administrative costs.

Moreover, the invention creates a system of "no-holds barred" competitive bidding. Once approved for a vendor bidding pool, the

printing vendor no longer has to expend additional costs on sales or marketing to obtain future jobs from the same buyer, and from other buyers with pre-qualification requirements met by the vendor's capability attributes. The printing vendor is thereby assured access to future bidding opportunities that match the vendor's quantified quality level and/or manufacturing, production, or provider capabilities. In addition, knowing beforehand that the award will go to the lowest responsive and responsible bidder, each participating vendor will have an incentive to submit their lowest bid upfront, rather than hold back their lowest bid, as they would otherwise be inclined to do if the award was still going to be negotiated after bid opening. The invention further provides that all bids are released to all bidders after award, thereby creating a "ratcheting down" effect as each vendor learns how low the price range is likely to be on similar jobs in the future. As result, buyers who use the invention will 25 benefit from consistently low prices from selected quality vendors, while enabling their purchasing personnel to focus on budget planning, job preparation, internal customer service needs, and production quality and compliance.

It is to be understood that the present invention is described above in reference to embodiments which are for purposes of example only, and that the invention is not limited to the specific arrangement, order of processing, or hardware for carrying out the steps as described hereinabove or shown in the drawings, but also comprises the various modifications readily apparent to one skilled in the art upon reading this specification, as defined by the broadest scope of the appended claims.

Apparatus and Method for Obtaining Lowest Bid From Information Product Vendors

Abstract of the Disclosure

A system and method for competitive bid selection from a plurality print and other customized information a database of vendor records, vendor, one or more buyers who approves the vendor for receipt of invitations to bid, and a vendor capability data representing production and vendor. A buyer's invitation for bid data is received, representing specific print and other customized information product or service and an invitation to bid on that product service, and a data identifying vendor requirements for producing the product is calculated. A vendor's invitation to bid is transmitted to the vendors from among those approved by the buyer associated with the buyer's invitation for bid having a vendor capability data meeting the calculated vendor requirements. Responding bids from the vendors are input into the database and ranked in order of price. The lowest price bid is identified and an order is issued to the selected vendor. Further, a bid information data is transmitted to each of the non-selected vendors, representing the identity of the selected vendor and the rank order value of the bids.

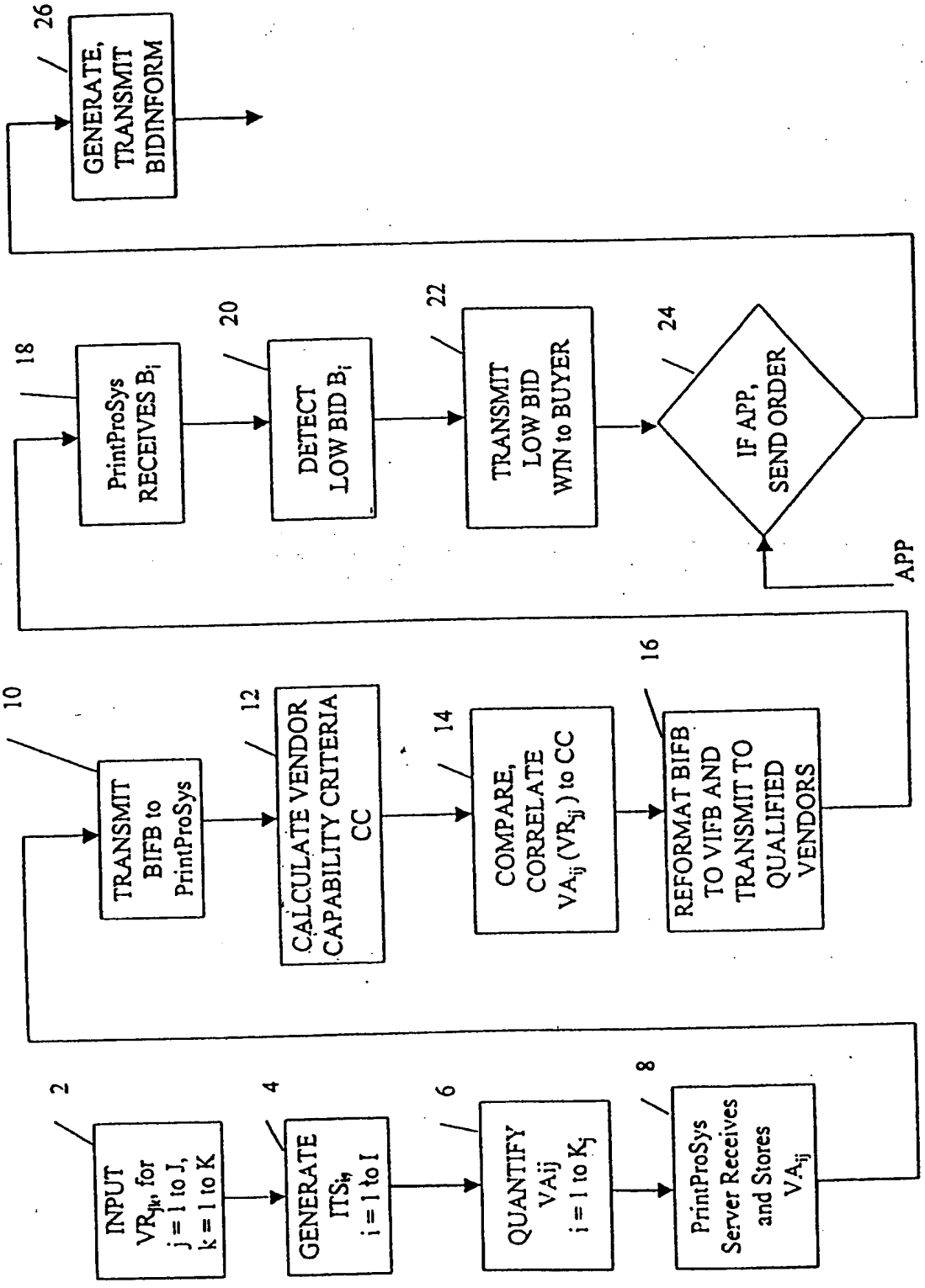

FIG. 1

Books: Loose-Leaf, Side Stitched, Perfect Bound

☐	10	Products covering 2 or more bid categories	
☐	11	Less than 250	Any page count
☐	12	250 - 999	Less than 100 pages
☐	13	250 - 999	100 or more pages
☐	14	1M - 10M	Less than 100 pages
☐	15	1M - 10M	100 or more pages
☐	16	Over 10M	Less than 100 pages
☐	17	Over 10M	100 or more pages

Books: Smyth-Sewn, Case-Bound

☐	18	One color thru process color	Any specification

Books: Saddle Stitched

☐	20	Products covering 2 or more bid categories	
☐	21	Less than 250	Any page count
☐	22	250 - 999	Less than 16 pages
☐	23	250 - 999	16 or more pages
☐	24	1M - 10M	Less than 16 pages
☐	25	1M - 10M	16 or more pages
☐	26	Over 10M	Less than 16 pages
☐	27	Over 10M	16 or more pages

Books: Paste on Fold

☐	28	Any quantity	Saddle or paste
☐	29	Any quantity	Paste only

Bindery Only

☐	30	Library binding	Rebinding existing books
☐	31	Book / Cut Sheet	Pre-printed material

Composition

☐	32	CD ROM	Master and replication
☐	33	General	Typesetting
☐	34	Magnetic media	Tape, disc, etc.
☐	35	Variable imaging	Laser, jet spray, etc.

Die Cutting & Letterpress

☐	36	Die cutting	Index tabs
☐	37	Die cutting	Kit folders, file folders
☐	38	Die cutting	Custom, templates
☐	39	Crash or overprinting	Furnished stock

Four-Color Process

☐	19	Color Copying	Any quality level
☐	40	Products covering 2 or more bid categories	
☐	41	Sheets: Up to 18"	Quality level III
☐	42	Sheets: Over 18" to 29"	Quality level III
☐	43	Sheets: Over 29" to 40"	Quality level III
☐	44	Sheets: Over 40"	Quality level III
☐	45	Products including 2 codes 46 and 47	
☐	46	Sheets: Up to 40"	Quality level VII
☐	47	Sheets: Over 40"	Quality level VII
☐	48	Books: Not saddle-stitched	Any quality level
☐	49	Books: Saddle-stitched	Any quality level

Cut Sheets (Flat or Folded, Not Bound)

☐	50	Products covering 2 or more bid categories	
☐	51	8 1/2x11 & 8x10 1/2 only	1 to 5M
☐	52	8 1/2x11 & 8x10 1/2 only	Over 5M to 1MM
☐	53	8 1/2x11 & 8x10 1/2 only	Over 1MM
☐	54	Up to 18"	1 to 10M
☐	55	Up to 18"	Over 10M to 1MM
☐	56	Up to 18"	Over 1MM
☐	57	Over 18" to 29"	Any quantity
☐	58	Over 29" to 40"	Any quantity
☐	59	Over 40"	Any quantity

Business Form Specialties

☐	60	Shingled, letter-x, etc.	Various specialties
☐	61	Sales books	Stapled cover
☐	63	Tabulating cards	Any specification
☐	64	OCR or OMR printing	1 or Multiple parts
☐	65	Re-moistenable glue strip	1 or Multiple parts
☐	66	Pressure sensitive strip	1 or Multiple parts
☐	67	Re-moistenable glue strip	Continuous form only
☐	68	Pressure sensitive strip	Continuous form only

Continuous Forms

☐	70	Products covering 2 or more bid categories	
☐	71	11", 22" cut-off	1 part, except labels
☐	72	11", 22" cut-off	Multiple parts
☐	73	8 1/2", 17" cut-off	1 part, except labels
☐	74	8 1/2", 17" cut-off	Multiple parts
☐	75	12", 24" cut-off	1 part, except labels
☐	76	12", 24" cut-off	Multiple parts
☐	77	7", 14" cut-off	1 part, except labels
☐	78	7", 14" cut-off	Multiple parts
☐	69	Other sizes	1 part, except labels
☐	89	Other sizes	Multiple parts

Snap Apart Sets

☐	80	Products covering 2 or more bid categories	
☐	81	1 to 5 parts	1 to 50M sets
☐	82	1 to 5 parts	Over 50M
☐	83	6 to 10 parts	1 to 50M sets
☐	84	6 to 10 parts	Over 50M
☐	85	Over 10 parts	1 to 50M sets
☐	86	Over 10 parts	Over 50 M sets
☐	87	Double stub	Any quantity
☐	88	Tags with multiple parts	Any quantity
☐	62	No stub multiple part sets	Edge glue

Flexography, Labels, Decals, Screen Process on Labels

☐	90	Pressure sensitive	Sheet labels
☐	91	Pressure sensitive	Roll labels
☐	92	Dry gum	Sheet labels
☐	93	Dry gum	Roll labels
☐	79	Marginal punch continuous	Pressure / dry gum

Screen Printing & Printing of Plastic, Mylar, Acetate

☐	94	Screen Printing	Flat Sheets
☐	95	Screen Printing	Textiles
☐	96	Printing of non-paper	Process not specified

Miscellaneous Printing Processes

☐	97	Thermography	Any specification
☐	98	Engraving	Any specification
☐	99	Foil stamping, embossing	Any specification

Specialty Items

☐	00	Tabloids	Any specification
☐	02	Microfiche	Any quantity
☐	03	Negatives	Mass production
☐	04	Lamination	Any specification
☐	05	Engineering drawings	Diazo, mylar, tracing
☐	06	Tags	Eyelets, stringing
☐	07	Expansion file folders	With gussets
☐	08	3 Ring binders	Any specification
☐	09	Advertising specialties	Any specification

Envelopes

☐	01	Converting	Blank, printing, imprinting

FIG 2

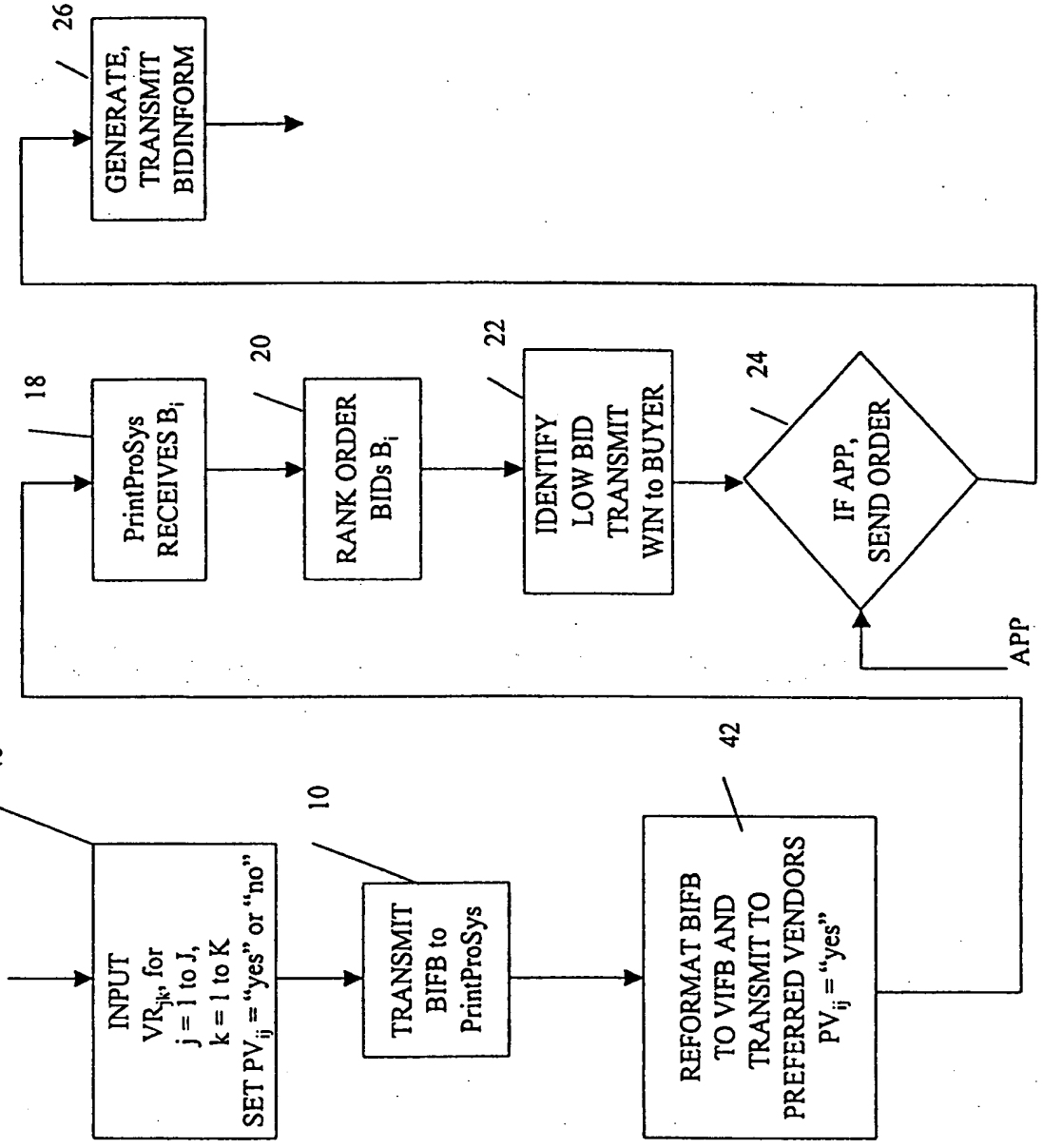

FIG. 3

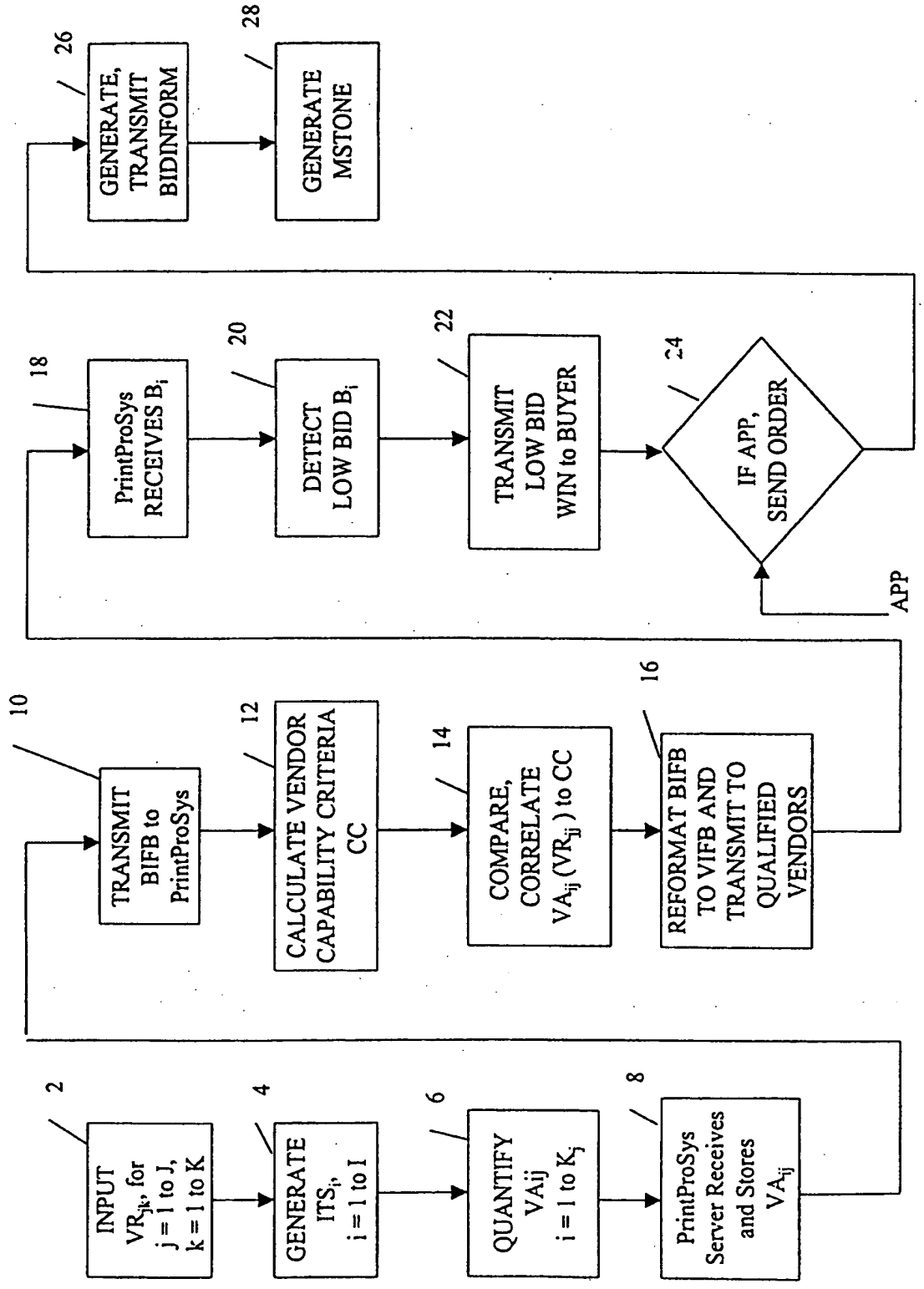

FIG. 4